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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

APR 19 1993

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
)
Policies and Rules Implementing) CC Docket No. 93-22
the Telephone Disclosure and) RM-7990
Dispute Resolution Act)

**COMMENTS OF
PRODIGY SERVICES COMPANY**

Prodigy Services Company ("Prodigy") hereby submits its comments in response to the Commission's Notice of Proposed Rulemaking and Notice of Inquiry in the above-captioned docket.¹ Prodigy urges the Commission to ensure that its pay-per-call rules do not impair the easy and widespread availability to the public of other mass market information services.

Prodigy is a provider of the PRODIGY® service to homes and businesses throughout the nation. Currently, PRODIGY service members must presubscribe to the service by acquiring a start-up kit, loading Prodigy software into their computers, establishing a member account, and signifying agreement to the terms and conditions of membership contained in the PRODIGY service member agreement. This arrangement removes the PRODIGY service from the reach of the Telephone Disclosure and Dispute Resolution Act ("TDDRA") pay-per-call

¹ F.C.C. 93-87 (released March 10, 1993)
("NPRM/NOI").

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requirements,² which exclude from the definition of pay-per-call services " any service for which users are assessed charges only after entering into a presubscription or comparable arrangement with the provider of such service . . .".³ This exemption is appropriate because the presubscription ensures that members already enjoy protection from the abuses the TDDRA seeks to cure. Prodigy therefore supports the Commission's proposal to incorporate the TDDRA definition of pay-per-call services into its own rules.⁴

The FCC also asks whether other relevant terms such as "presubscription arrangement should be defined in the rules and, if so, what that definition should be."⁵ The agency's initial view is that "presubscription arrangement encompasses only those agreements made by subscribers prior to initiation of a call."⁶ Prodigy believes that any such definition should not be so limiting as to inhibit future efforts to make the PRODIGY Service and comparable offerings available to casual users.

² NPRM/NOI, ¶ 8 n.5. See Pub. L. No. 102-556, codified at 47 U.S.C. § 228.

³ 47 U.S.C. § 228(i)(2).

⁴ Id., ¶ 8.

⁵ Id., ¶ 8 n.5.

⁶ Id.

Prodiov notes that the TDDRA specifically excludes from

on-line interaction in the course of a single call, albeit

"prior to" the assessment of any charges. In such cases

environment free from intrusive regulation.¹² No reason for reversing this course has yet been suggested.

Accordingly, the Commission should make clear that its pay-per-call rules do not foreclose the possibility of making services such as PROTECT and other data services available to

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of April, 1993, I caused copies of the foregoing "Comments of Prodigy Services" to be mailed via first-class postage prepaid mail to the following:

ITS, Inc.
2100 M Street, N.W.
Suite 140
Washington, D.C. 20037

Nancy A. Betters
Nancy A. Betters